

B 27 (Official Form 27) (12/13)

UNITED STATES BANKRUPTCY COURT
Western District of Texas

In re GEORGE RONALD WALTERS,
Debtor

Case No. 14-60285
Chapter 7

REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

1. Creditor's Name: JPMorgan Chase Bank, N.A.
2. Amount of the debt subject to this reaffirmation agreement:
\$ 16,133.10 on the date of bankruptcy \$ 15,675.81 to be paid under reaffirmation agreement
3. Annual percentage rate of interest: 5.84 % prior to bankruptcy
5.84 % under reaffirmation agreement (☒ Fixed Rate ☐ Adjustable Rate)
4. Repayment terms (if fixed rate): \$512.60 per month for 33 months
5. Collateral, if any, securing the debt: Current market value: \$ 21,825.00 NADA
Description: 2009 BMW 135I
6. Does the creditor assert that the debt is nondischargeable? ☐ Yes ☒ No
(If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

Debtor's Schedule I and J Entries

- 7A. Total monthly income from \$ 12,763.37
Schedule I, line 12
- 8A. Total monthly expenses \$ 10,304.66
from Schedule J, line 22
- 9A. Total monthly payments on \$ 0
reaffirmed debts not listed on
Schedule J

Debtor's Income and Expenses
as Stated on Reaffirmation Agreement

- 7B. Monthly income from all \$ 12,763.37
sources after payroll deductions
- 8B. Monthly expenses \$ 10,304.66
- 9B. Total monthly payments on \$ 0
reaffirmed debts not included in
monthly expenses
- 10B. Net monthly income \$ 2458.71
(Subtract sum of lines 8B and 9B from
line 7B. If total is less than zero, put the
number in brackets.)

11. Explain with specificity any difference between the income amounts (7A and 7B):

12. Explain with specificity any difference between the expense amounts (8A and 8B):

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.

Signature of Debtor (only required if
line 11 or 12 is completed)

Signature of Joint Debtor (if applicable, and only
required if line 11 or 12 is completed)

Other Information

☐ Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt:

Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?

☒ Yes ☐ No

If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?

☒ Yes ☐ No

FILER'S CERTIFICATION

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

Angela Encinas
Signature

ANGELA ENCINAS Creditor
Print/Type Name & Signer's Relation to Case

B240A/B ALT (Form 240A/B ALT) (Reaffirmation Agreement) (12/11)

☐ Presumption of Undue Hardship
☒ No Presumption of Undue Hardship
(Check box as directed in Part D: Debtor's Statement in Support of Reaffirmation Agreement.)

UNITED STATES BANKRUPTCY COURT

Western District of Texas

In re GEORGE RONALD WALTERS, Case No. 14-60285
Debtor Chapter 7

REAFFIRMATION AGREEMENT

[Indicate all documents included in this filing by checking each applicable box.]

- ☒ Part A: Disclosures, Instructions, and Notice to Debtor (pages 1 - 5) ☒ Part D: Debtor's Statement in Support of Reaffirmation Agreement
☒ Part B: Reaffirmation Agreement ☐ Part E: Motion for Court Approval
☒ Part C: Certification by Debtor's Attorney

[Note: Complete Part E only if debtor was not represented by an attorney during the course of negotiating this agreement. Note also: If you complete Part E, you must prepare and file Form 240C ALT - Order on Reaffirmation Agreement.]

Name of Creditor: JPMorgan Chase Bank, N.A.

☐ *[Check this box if] Creditor is a Credit Union as defined in §19(b)(1)(a)(iv) of the Federal Reserve Act*

PART A: DISCLOSURE STATEMENT, INSTRUCTIONS AND NOTICE TO DEBTOR

1. DISCLOSURE STATEMENT

Before Agreeing to Reaffirm a Debt, Review These Important Disclosures:

SUMMARY OF REAFFIRMATION AGREEMENT

This Summary is made pursuant to the requirements of the Bankruptcy Code.

AMOUNT REAFFIRMED

The amount of debt you have agreed to reaffirm: \$ 15,675.81

The amount of debt you have agreed to reaffirm includes all fees and costs (if any) that have accrued as of the date of this disclosure. Your credit agreement may obligate you to pay additional amounts which may come due after the date of this disclosure. Consult your credit agreement.

Form 240A/B ALT - Reaffirmation Agreement (Cont.)

2

ANNUAL PERCENTAGE RATE

[The annual percentage rate can be disclosed in different ways, depending on the type of debt.]

a. If the debt is an extension of "credit" under an "open end credit plan," as those terms are defined in § 103 of the Truth in Lending Act, such as a credit card, the creditor may disclose the annual percentage rate shown in (i) below or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate disclosed, or that would have been disclosed, to the debtor in the most recent periodic statement prior to entering into the reaffirmation agreement described in Part B below or, if no such periodic statement was given to the debtor during the prior six months, the annual percentage rate as it would have been so disclosed at the time of the disclosure statement: _____%.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: _____%. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$ _____ @ _____ %;
\$ _____ @ _____ %;
\$ _____ @ _____ %.

b. If the debt is an extension of credit other than under an open end credit plan, the creditor may disclose the annual percentage rate shown in (i) below, or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate under §128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to entering into the reaffirmation agreement with respect to the debt or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed: 5.84 %.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: _____%. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

Form 240A/B ALT - Reaffirmation Agreement (Cont.)

3

\$ _____ @ _____ %;
\$ _____ @ _____ %;
\$ _____ @ _____ %.

c. If the underlying debt transaction was disclosed as a variable rate transaction on the most recent disclosure given under the Truth in Lending Act:

The interest rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed here may be higher or lower.

d. If the reaffirmed debt is secured by a security interest or lien, which has not been waived or determined to be void by a final order of the court, the following items or types of items of the debtor's goods or property remain subject to such security interest or lien in connection with the debt or debts being reaffirmed in the reaffirmation agreement described in Part B.

<u>Item or Type of Item</u>	<u>Original Purchase Price or Original Amount of Loan</u>
2009 BMW 135I	\$30,997.38

Optional---At the election of the creditor, a repayment schedule using one or a combination of the following may be provided:

Repayment Schedule:

Your first payment in the amount of \$ 512.60 is due on 5/14/14 (date), but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable.

— Or —

Your payment schedule will be: _____ (number) payments in the amount of \$ _____ each, payable (monthly, annually, weekly, etc.) on the _____ (day) of each _____ (week, month, etc.), unless altered later by mutual agreement in writing.

— Or —

A reasonably specific description of the debtor's repayment obligations to the extent known by the creditor or creditor's representative.

2. INSTRUCTIONS AND NOTICE TO DEBTOR

Form 240A/B ALT - Reaffirmation Agreement (Cont.)

4

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).
2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.
3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.
4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must have completed and signed Part E.
5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.
6. If the creditor is not a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D. If the creditor is a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court.
7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

Form 240A/B ALT - Reaffirmation Agreement (Cont.)

5

YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled).

Frequently Asked Questions:

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the property securing the lien if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State's law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you must make a single payment to the creditor equal to the amount of the allowed secured claim, as agreed by the parties or determined by the court.

NOTE: When this disclosure refers to what a creditor "may" do, it does not use the word "may" to give the creditor specific permission. The word "may" is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don't have an attorney helping you, the judge will explain the effect of your reaffirming a debt when the hearing on the reaffirmation agreement is held.

Form 240A/B ALT - Reaffirmation Agreement (Cont.)

6

PART B: REAFFIRMATION AGREEMENT.

I (we) agree to reaffirm the debts arising under the credit agreement described below.

1. Brief description of credit agreement:

Motor Vehicle Year/Make/Model:
2009 BMW 135I

2. Description of any changes to the credit agreement made as part of this reaffirmation agreement:

SIGNATURE(S):

Borrower:

GEORGE R. WALTERS

(Print Name)

George R. Walters
(Signature)

Date: 5-9-2014

Co-borrower, if also reaffirming these debts:

(Print Name)

(Signature)

Date: _____

Accepted by creditor:

JPMorgan Chase Bank, N.A.

(Printed Name of Creditor)

P.O. Box 29505 AZ1-1191

Phoenix, AZ 85038-9505

(Address of Creditor)

Angela Encinas
(Signature)

ANGELA ENCINAS

Bankruptcy Specialist

(Printed Name and Title of Individual
Signing for Creditor)

Date of creditor acceptance:

6/2/14

Form 240A/B ALT - Reaffirmation Agreement (Cont.)

7

PART C: CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY).

[To be filed only if the attorney represented the debtor during the course of negotiating this agreement.]

I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ *[Check box, if applicable and the creditor is not a Credit Union.]* A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Printed Name of Debtor's Attorney: DAVID C. ALFORD

Signature of Debtor's Attorney: 

Date: 5/8/14

Form 240A/B ALT - Reaffirmation Agreement (Cont.)

8

PART D: DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

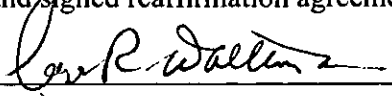
*[Read and complete sections 1 and 2, **OR**, if the creditor is a Credit Union and the debtor is represented by an attorney, read section 3. Sign the appropriate signature line(s) and date your signature. If you complete sections 1 and 2 **and** your income less monthly expenses does not leave enough to make the payments under this reaffirmation agreement, check the box at the top of page 1 indicating "Presumption of Undue Hardship." Otherwise, check the box at the top of page 1 indicating "No Presumption of Undue Hardship"]*

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is \$ 12,763.37 and my actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$ 9,792.06, leaving \$ 2,971.31 to make the required payments on this reaffirmed debt.

I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here: _____

(Use an additional page if needed for a full explanation.)

2. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: 
(Debtor)

(Joint Debtor, if any)

Date: 5-8-2014

— Or —

[If the creditor is a Credit Union and the debtor is represented by an attorney]

3. I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: _____
(Debtor)

(Joint Debtor, if any)

Date: _____

FINANCE CHARGE AND PAYMENTS

1. HOW WE FIGURE THE FINANCE CHARGE. We figure the Finance Charge using the true daily amortization method as defined by the True Finance Code. Under the true daily amortization method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is 1/365th of the Annual Percentage Rate. The unpaid portion of the Amount Financed does not include late charges or return check charges.

2. HOW WE WILL APPLY YOUR PAYMENTS. We will apply your payments in the following order:

1. earned but unpaid finance charge; and
2. in anything else you owe under this agreement.

3. HOW LATE OR EARLY PAYMENTS CHANGE WHAT YOU MUST PAY. We know the Finance Charge, Total of Payments, and total Total Price if all payments were made as scheduled. If you do not timely make all your payments in at least the correct amount, you will have to pay more Finance Charge. If that happens, your last payment will be more than your first scheduled payment, or at our option, you will have to pay more payments of the same amount as your scheduled payment with a smaller last payment. If you make scheduled payments early, your Finance Charge will be reduced (less). If you make your scheduled payments late, your Finance Charge will increase. We will send you a notice telling you about these changes before the first scheduled payment is due.

4. INTEREST AFTER MATURITY. If you do not pay all you owe when the first payment becomes due, or you do not pay all you owe if we demand payment in full under this contract, you will pay an interest charge on the amount that is still unpaid. This interest charge will be the higher rate of 18% per year or the maximum rate allowed by law, if that rate is higher. The interest charge for this amount will begin the day after the first payment becomes due.

5. TRANSFER OF RIGHTS. We may transfer this contract to another person. That person will then have all our rights, duties, and remedies.

6. SPECIAL PROVISIONS FOR BALLOON PAYMENT CONTRACTS. A balloon payment is a scheduled payment more than twice the amount of the average of your scheduled payments, other than the downpayment, that are due before the balloon payment. You can pay all you owe when the balloon payment is due and keep your vehicle. If you buy the vehicle primarily for personal, family, or household use, you can enter into a new written agreement to refinance the balloon payment when due without a refinancing fee. If you refinance the balloon payment, your periodic payments will not be larger or more often than the payments in this contract. The annual percentage rate in the new agreement will not be more than the Annual Percentage Rate in this contract. This provision does not apply if your Payment Schedule has been adjusted to your seasonal or irregular income.

YOUR OTHER PROVISIONS TO US

a. USE AND TRANSFER OF THE VEHICLE. You will not sell or transfer the vehicle without our written permission. If you do sell or transfer the vehicle, this will not release you from your obligations under this contract, and we may charge you a transfer fee of \$250.00 for a heavy commercial vehicle. You will properly title and sell the vehicle if you change your address or the address where you keep the vehicle. We agree you may remove the vehicle from the U.S. for 30 days or less. If the vehicle will remain in the country by the time the U.S. without our written permission.

b. CARE OF THE VEHICLE. You agree to keep the vehicle free from all liens, and claims except those that secure this contract. You will timely pay all taxes, fees, or charges pertaining to the vehicle. You will keep the vehicle in good condition. You will not allow the vehicle to be used or placed in jeopardy or in a legally. You must pay all you owe on the vehicle if lost, damaged, or destroyed. If a third party takes a lien or claim against or possession of the vehicle, we may pay the third party any cost required to free the vehicle from all liens or claims. We may immediately demand that you pay us the amount paid to the third party for the vehicle. If you do not pay this amount, we may repossess the vehicle and add that amount to the amount you owe. If we do not repossess the vehicle, we may still demand that you pay us, but we cannot complete a finance charge on the amount.

c. SECURITY INTEREST. In return of that you own this contract and all your provisions to us, you give us a security interest in:

1. The vehicle including all accessories and parts now or later attached and any other goods covered by this contract;
2. All insurance proceeds and other proceeds received by the vehicle;
3. Any insurance proceeds, service contract or other contract insured by us and any proceeds of those contracts; and
4. Any refund of charges included in this contract for insurance, or service contracts.

This security interest also secures any extension or modification of this contract. The certificate of title must show our security interest in the vehicle.

d. AGREEMENT TO KEEP VEHICLE INSURED. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle.

e. OUR RIGHT TO PURCHASE REQUIRED INSURANCE IF YOU FAIL TO KEEP THE VEHICLE INSURED. If you fail to give us proof that you have insurance, we may buy physical damage insurance. We may buy insurance that covers your interest and our interest in the vehicle, or we may buy insurance that covers our interest only. We will pay the premium for the insurance and a finance charge of the contract rate. If we obtain collision protection insurance, we will sell action to you but from action shown in this.

f. PHYSICAL DAMAGE INSURANCE PROCEEDS. You must use physical damage insurance proceeds to repair the vehicle, unless we agree otherwise in writing. However, if the vehicle is a total loss, you must use the insurance proceeds to pay what you owe us. You agree that we can use any proceeds from insurance to repair the vehicle, or we may reduce what you owe under this contract. If we apply insurance proceeds to the amount you owe, they will be applied to your payments in the reverse order of when they are due. If your insurance on the vehicle or credit insurance doesn't pay all you owe, you must pay what is still owed. Once all amounts owed under this contract are paid, any remaining proceeds will be paid to you.

RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES.

If we get a refund on insurance or service contracts, or other contracts included in the cash price, we will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

2. APPLICATION OF CREDITS. Any credit that reduces your debt will apply to your payments in the reverse order of when they are due, unless we decide to apply it to another part of your debt. The amount of the credit and all finance charge or interest on the credit will be applied to your payments in the reverse order of your payments.

IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

1. LATE CHARGE. You will pay us a late charge as agreed in this contract when it occurs.

2. DEFAULT. You will be in default if:

1. You do not pay any amount when it is due;
2. You give false, incomplete, or misleading information on a credit application;
3. You file bankruptcy, bankruptcy is filed against you, or the vehicle becomes involved in a bankruptcy;
4. You allow a judgment to be entered against you or the defendant or
5. You break any of your promises in this agreement.

If you default, we can exercise our rights under this contract and our other rights under the law.

3. OUR RIGHT TO DEMAND PAYMENT IN FULL. If you default, or we believe in good faith that you are not going to keep any of your promises, we can demand that you immediately pay all that you owe. We start here to give you notice that we are demanding or intend to demand immediate payment of all that you owe.

4. REPOSSESSION. If you default, we may repossess the vehicle from you if we do so peacefully. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If any personal items are in the vehicle, we can take them for you and give you written notice of your last known address shown on our records within 15 days of discovering that we have your personal items. If you do not ask for these items back within 30 days from the day we mail or deliver the notice to you, we may dispose of them as applicable law allows. Any accessory, equipment, or replacement part stays with the vehicle.

5. YOUR RIGHT TO REDEEM. If we take your vehicle, we will tell you how much you have to pay to get it back. If you do not pay us to get the vehicle back, we can sell it or take other action allowed by law. Your right to redeem ends when the vehicle is sold or we have entered into a contract for sale or accepted the collateral as full or partial satisfaction of a contract.

6. DISPOSITION OF THE VEHICLE. If you don't pay us to get the vehicle back, we can sell it or take other action allowed by law. We will send you notice at least 10 days before we sell it. We can use the money we get from selling it to pay allowed expenses and to reduce the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left, we will pay it to you unless we must pay it to someone else. If the money from the sale is not enough to pay all you owe, you must pay the rest of what you owe as plus interest. If we take or sell the vehicle, you will give us the certificate of title and any other documents required by state law to record transfer of title.

7. COLLECTION COSTS. If we hire an attorney who is not our employee to enforce this contract, you will pay reasonable attorney's fees and court costs as the applicable law allows. We will also pay our reasonable out-of-pocket expenses incurred in connection with sending, holding, and selling the vehicle as the applicable law allows.

8. CANCELLATION OF OPTIONAL INSURANCE AND SERVICE CONTRACTS. This contract may contain coverage for insurance or service contracts or be services included in the cash price. If you default, you agree that we can cancel benefits under these contracts to the extent allowed, and terminate them: to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is damaged or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

INTERPRETATION AND REMEDYABILITY CLAUSE

This contract contains the entire agreement between you and us relating to the sale and financing of the vehicle. If any part of this contract is not valid, all other parts may still be valid.

LEGAL LIMITATIONS ON OUR RIGHTS

If we don't enforce our rights every time, we can still enforce them later. We will exercise all of our rights in a lawful way. We don't have to pay finance charge or other amounts that are more than the law allows. This provision limits our all other parts of this contract and over all our other acts.

SELLER'S DISCLAIMER OF WARRANTIES

Unless the seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the seller makes no warranty, express or implied, on the vehicle, and there will be no implied warranty of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

7. Used Car Buyers Guide. The information you see on the window label for this vehicle is part of this contract. Information on the window label describes any voluntary provisions in the contract of sale. Spanish Translation: Esta parte compradora de vehículos usados. La información que se ve al formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla para este vehículo debe estar disponible en cualquier momento de la compra de este vehículo.

APPLICABLE LAW

Federal and Texas law apply in this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This PROVISION applies to this contract only if the vehicle financed in the contract was purchased for personal, family, or household use.

ARBITRATION CLAUSE

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY ANY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, subsidiaries, or affiliates, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action.

Arbitration shall be conducted by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate in a class action.

Arbitration shall be conducted by the American Arbitration Association, 333 Madison Ave., Floor 10, New York, NY 10017-6005 (aaa.org), or any other organization that you choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which your residence unless the Check-or-Buy is a party to the claim or dispute, in which case the hearing will be held in the federal district where the contract was made.

We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$2500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law.

If the chosen arbitration organization's rules conflict with this Arbitration Clause, then the provisions of this Arbitration Clause shall control.

The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The requesting party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs.

Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration.

You and we waive any rights to self-help remedies, such as repossession. You and we waive the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit.

Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination, payoff or transfer of this contract.

If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action litigation has been filed, the remainder of this Arbitration Clause shall be enforceable. Notwithstanding any other provision of this Arbitration Clause, the validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK OF TAB FOR ADDITIONAL INFORMATION.



JPMORGAN CHASE BANK NA
PO BOX 901098
FT WORTH, TX 76101-2098

005821

↓ DETACH HERE ↓

TEXAS CERTIFICATE OF TITLE

		TEXAS DEPARTMENT OF MOTOR VEHICLES 98089634	
VEHICLE IDENTIFICATION NUMBER WBAUN93589VK40358	YEAR MODEL 2009	MAKE OF VEHICLE BMW	BODY STYLE CV
TITLE/DOCUMENT NUMBER 05701740484113142		DATE TITLE ISSUED 11/16/2010	
MODEL 13T	MFG. CAPACITY IN TONS 3800	WEIGHT 3800	LICENSE NUMBER 05701740484113142
PREVIOUS OWNER SEWELL INFINITI DALLAS TX		ODOMETER READING 16070	
OWNER GEORG R WALTERS 1313 FT COLLINS DR WACO, TX 76712-8844		REMARK(S) ACTUAL MILEAGE	
SIGNATURE OF OWNER OR AGENT MUST BE IN INK UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.			
DATE OF LIEN 10/30/2010	1ST LIENHOLDER JPMORGAN CHASE BANK-NA PO BOX 901098 FT WORTH, TX 76101-2098		1ST LIEN RELEASED _____ DATE _____
DATE OF LIEN _____	2ND LIENHOLDER _____		2ND LIEN RELEASED _____ DATE _____
DATE OF LIEN _____	3RD LIENHOLDER _____		3RD LIEN RELEASED _____ DATE _____
IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.			BY _____ AUTHORIZED AGENT _____
RIGHTS OF SURVIVORSHIP AGREEMENT WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).			BY _____ AUTHORIZED AGENT _____
SIGNATURE _____ DATE _____			SIGNATURE _____ DATE _____
SIGNATURE _____ DATE _____			SIGNATURE _____ DATE _____

AMAI CIGA 04/22/14

ACCOUNT INQUIRY

15:08:49

CTL2 001 CTL3 000 CTL4 0000
CTL2 001 CTL3 000 CTL4 0000

ACCT 5518
CUST 8487

EFF DATE 04/22/14
LEGAL STAT = B
SIMPLE INT - FIXED RATE

PAYOFF 15675.81

***** RATES *****

AUTO DR N

ORIG LOAN AMT 30997.38

CURR RATE 5.8400000

PROD TYPE IRFC

ORIG PROCEEDS 30997.38

ORIG RATE 5.8400000

PRIM OFFICER 826

LT CHG DUE 0.63

PER DIEM 2.5008255

GL KEY 01 001 3493 1

FEES DUE 0.00

***** DATES *****

CALL CODE 06B0

CURRENT PRIN 15630.16

CONTRACT DATE 10/30/10

***** REPAYMENTS *****

CURRENT INT 45.02

CURR MATURITY 01/14/17

CURR TERM 74

CLOSED DATE

PYMTS MADE 39

REG PYMT AMT 512.60

NEXT DUE DATE 05/14/14

PYMTS REM 33

NEXT DUE AMT 513.23

PAST DUE DATE 05/14/14

MONTHS EXTD 002 REN N

PAST DUE AMT 0.00

LAST MAINT DT 04/01/14

YTD INT COLL 262.43

LST BAL CHG DT 04/04/14

INT COL PREV 1162.77

GEORGE R WALTERS

***** CREDIT HIST *****

1313 FORT COLLINS DR

016 030 060 090 120 150

COLLATERAL

000 001 000 000 000 000

WOODWAY TX 76712-8844 CODE: AU

PH () DESC: 2009 BMW

135I

PF3-ADDL INFO PF9-CUST INFO PF10-ENDORSER INFO

AMAI CIGA 04/22/14

ACCOUNT INQUIRY

15:08:49

CTL2 001 CTL3 000 CTL4 0000
CTL2 001 CTL3 000 CTL4 0000

ACCT [REDACTED] 5518
CUST [REDACTED]

EFF DATE 03/31/14

ACTIVE ACCOUNT

SIMPLE INT - FIXED RATE

PAYOFF 16133.10

***** RATES *****

AUTO DR N

ORIG LOAN AMT 30997.38

CURR RATE 5.8400000

PROD TYPE IRFC

ORIG PROCEEDS 30997.38

ORIG RATE 5.8400000

PRIM OFFICER 826

LT CHG DUE 0.63

PER DIEM 2.5725519

GL KEY 01 001 3493 1

FEES DUE 0.00

***** DATES *****

CALL CODE 06B0

CURRENT PRIN 16078.45

CONTRACT DATE 10/30/10

***** REPAYMENTS *****

CURRENT INT 54.02

CURR MATURITY 01/14/17

CURR TERM 74

CLOSED DATE

PYMTS MADE 38

REG PYMT AMT 512.60

NEXT DUE DATE 04/14/14

PYMTS REM 34

NEXT DUE AMT 513.23

PAST DUE DATE 04/14/14

MONTHS EXTD 002 REN N

PAST DUE AMT 0.00

LAST MAINT DT 12/26/13

YTD INT COLL 198.12

LST BAL CHG DT 03/10/14

INT COL PREV 1162.77

GEORGE R WALTERS

***** CREDIT HIST *****

1313 FORT COLLINS DR

016 030 060 090 120 150

COLLATERAL

000 001 000 000 000 000

WOODWAY TX 76712-8844 CODE: AU

PH ([REDACTED]) DESC: 2009 BMW

135I

PF3-ADDL INFO PF9-CUST INFO PF10-ENDORSE INFO

NADA Official Used Car Guide Tuesday, April 22, 2014

Vehicle Summary NADA Values

Region:	Southwestern - April 2014	Reference #:	
Vehicle Description:	2009 BMW 1 Series Convertible 2D 135i	VIN:	WBAUN93589VK40358
MSRP:	\$39,900	Weight:	3,660
Mileage:	72,500		

	<u>Rough Trade-In</u>	<u>Average Trade-In</u>	<u>Clean Trade-In</u>	<u>Clean Loan</u>	<u>Clean Retail</u>
Base Value	\$15,325	\$17,350	\$19,025	\$17,125	\$21,825
Optional Equipment					
Option Total	\$0	\$0	\$0	\$0	\$0
Mileage Adjustment	\$0	\$0	\$0	\$0	\$0
<hr/>					
Total NADA Official Used Car Guide Values	\$15,325	\$17,350	\$19,025	\$17,125	\$21,825

NADA assumes no responsibility or liability for any errors or omissions
or any revisions or additions made by anyone on this report.
Copyright NADA Services Corp. 2014
All rights reserved.

DEBTED, DEBTEDJT

**U.S. Bankruptcy Court
Western District of Texas (Waco)
Bankruptcy Petition #: 14-60285-rbk**

Assigned to: Chief Bkptcy Judge Ronald B. King
Chapter 7
Voluntary
No asset

Date filed: 03/31/2014
341 meeting: 05/08/2014
Deadline for objecting to discharge: 07/07/2014

Debtor

George Ronald Walters
1313 Ft. Collins
Waco, TX 76712
MCLENNAN-TX
SSN / ITIN: xxx-xx-8452

represented by **David C. Alford**

Pakis, Giotes, Page &
Burleson
400 Austin Ave., Ste. 400
P. O. Box 58
Waco, TX 76703-0058
254-297-7300
Fax : 254-297-7301
Email: alford@pakislaw.com

Debtor

Jennifer Evanson Walters
1313 Ft. Collins
Waco, TX 76712
MCLENNAN-TX
SSN / ITIN: xxx-xx-6242
aka Jennifer Evanson

represented by **David C. Alford**
(See above for address)

Trustee

James Studensky
3912 W. Waco Drive
Waco, TX 76710
(254) 776-9630

Filing Date	#	Docket Text
04/01/2014		Declaration for Electronic Filing Received (Related Document(s): <u>1</u> Voluntary Petition under Chapter 7 With Schedules, With Statements, (Filing Fee: \$ 306) filed by George Ronald Walters, Jennifer Evanson Walters. - Declaration for Electronic Filing due by 04/7/2014) (Stephens, Deborah)
	<u>3</u> (3 pgs)	Meeting of Creditors & Notice of Appointment of Interim Trustee James Studensky, added to the case. with 341(a)